



Comcast Cable Communications, Inc.
301 Tower Road
Naples, FL 34113-8074
941-793-9600 Tel
941-793-1317 Fax

April 4, 2002

MERIDA CONDOMINIUM
990 Cape Marco Drive
Marco Island, Florida 34145

To Whom It May Concern:

This letter is regarding the Cable Television Service Bulk Agreement dated May 20, 1993 between Colony Cablevision and Merida Condominium Association, Inc. and the fact that the current Agreement will expire on July 31, 2002. In order to continue cable service on a bulk billed basis a new Installation and Service Bulk Agreement for Merida will need to be executed.

Please review the enclosed Installation and Service Agreement and Bulk Addendum. If you do not have any questions, please have the president of Merida Association sign the Agreement with witness, where requested, and return it in the enclosed postage paid envelope by May 4, 2002. If the documents are executed and received by this deadline then Merida will continue to receive their Broadband cable service from Comcast Cable and enjoy a discount of 34% off our retail rate of \$40.35 for identical service.

Additionally, we need the full legal address on file for Merida and a complete current owners list with name, address, unit number and phone number, in order to update our records and finalize the execution of these documents..

Should we receive the Agreement or owners list after May 4, 2002, the Agreement will be declared null and void.

If you should have any questions regarding the Agreement, service, or cannot meet the date mentioned above, please do not hesitate to contact me directly at 732-3848.

Thank you very much for the opportunity of allowing Comcast to continue to serve the residents of Merida.

Sincerely,

Nikki Mello
Commercial Development
Account Executive

Enclosure



INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement") is made and entered into this 4th day of July 2002, by and between **COMCAST CABLEVISION OF THE SOUTH, INC.** (the "Company"), whose address is **301 Tower Road, PO Box 413018, Naples, Florida 34101-3018** and **MERIDA CONDOMINIUM ASSOCIATION, INC.** (the "Association") who owns or has control of certain real estate and improvements known as **MERIDA** and thereon located at **990 Collier Parkway Drive, Marco Island, Florida 34145**, (the "Premises"), consisting of **90** residential units.

The Company has been granted by Collier a franchise to construct and operate a cable communications system in Collier County. The Association desires to provide cable communications service on the Premises, including, but not limited to, cable television service (the "Services") and the Company is willing to install, maintain and operate a cable communications system for such purpose on the Premises in accordance with the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. System Construction and Installation. The Company agrees to install all facilities necessary to transmit the signal to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, boxes, cable home wiring, cable home run wiring, connectors, splitters, wall penetrations and appurtenant devices (the "System"). The Company shall do all work in a workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in constructing the System. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the System. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the System.

a. The Association shall review the installation of the System, construction plans prepared by the Company and approved by the Association, provided that Association's approval shall not be unreasonably withheld. The Association shall locate on such plans all underground facilities existing on the Premises. The Association shall give the Company at least twenty (20) days notice of the location of such facilities on the Premises so that the Company may, at its option, install the System in the trenches, and shall otherwise cooperate with the Company in the construction of the System. Company agrees to use its best efforts to complete the installation of service to Association within 90 days of execution of this Agreement, or the date of completion of the Premises, whichever is later.

b) The ownership of all parts of the System installed by the Company shall be and will remain the personal property of the Company. At no time during or after the term hereof shall the Association or any third party have the right to use the System or any portion thereof for any purpose.

2. Easement. The Association has the authority to grant and does hereby grant an easement in favor of the Company to place its lines across the Premises and to operate the System, and shall cause such easement to run with the Premises. The Association hereby agrees to execute the form of easement attached hereto.

3. Access. The Association will allow Company employees to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. Association will supply the names and unit numbers of residents at reasonable intervals. Association shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

4. Delivery of Services. The Association has the authority to grant and does hereby grant to the Company during the term hereof the exclusive right and license to construct, install, operate and maintain multi-channel video distribution facilities on the Premises (whether by cable, satellite, microwave or otherwise) and to deliver the Services to the Premises, unless otherwise required by applicable law.

5. Fees and Charges for Services. Unless otherwise specified in an attached Bulk Billing Addendum, the terms, conditions and charges for cable service provided to the Premises shall be contained in contracts between the Company and individual residents. The Association assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company for all services above and beyond those specified in an attached Bulk Billing Addendum entered into between the Association and Company.

6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, seven days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Interference. Neither the Association nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device, provided, however, that should any device or any facility belonging to a resident (or Association) not comply with the technical specifications

established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue service to the Premises, or, at the Company's discretion, the individual unit, until such non-conformance is cured by the Association or resident as the case may be.

8. Term

a) This Agreement shall remain in force for an initial term of twenty years. Thereafter, this Agreement shall be automatically renewed for like terms, unless terminated by either party as provided below.

b) If either party to this Agreement desires to terminate this Agreement at any time after the initial twenty year term, the terminating party shall deliver by certified mail, return receipt, at least ninety (90) days prior to the expiration of the then current term, notice of such intention to the other party. At the time of the termination of this Agreement as set forth herein, service will revert to individual subscriber service and Company is granted the non-exclusive right to provide CATV service on a voluntary basis to the individual unit associations for the length of Company's franchise and any extensions thereto.

9. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Association with a certificate evidencing such insurance.

10. Indemnification. The Company shall indemnify, defend and hold the Association harmless from any and all claims, damage or expense arising out of the actions or omissions of the Company, its agents and employees with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to this Agreement. The Association shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the actions or omissions of the Association, its agents and employees. In no event shall either Association or the Company be liable for any consequential, indirect, incidental, special or punitive damages whatsoever.

11. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such sixty (60) period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event the default is not cured, or a cure is not commenced, within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Loss of Franchise. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company's franchise with the Franchise Authority or any renewal thereof ceases to be in effect.

12. Removal of System. Upon termination of this Agreement for any reason, the Company shall have a period of six (6) months in which it shall be entitled but not required to remove the System, including the cable home wiring and cable home run wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

13. Dispute Resolution. All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

14. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. In the event the Association sells, assigns, transfers or otherwise conveys the Premises to a third party, the Association shall give the Company prior written notice of such change of associationship or control. Association shall cause any new association or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. Whenever notice is provided for herein, such notice shall be given in writing and shall be hand delivered, sent by certified mail, return receipt requested, or sent via overnight courier to the address set forth in the first paragraph of this Agreement or to such other address as may subsequently in writing be requested.

g) Entire Agreement; Amendments. This Agreement, including Exhibits A, B and C, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

MERIDA CONDOMINIUM ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

WITNESS/ATTEST:

COMCAST CABLEVISION OF THE SOUTH, INC.

By: _____

Name: Barbara Hagen

Title: General Manager

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 4th day of April, 2002 by and between **COMCAST CABLEVISION OF THE SOUTH, INC.**, its successors and assigns, hereinafter referred to as "Grantee" and **MERIDA CONDOMINIUM ASSOCIATION, INC.**, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated April 4, 2002, pursuant to which Grantee provides certain broadband communications services to the Property known as **MERIDA** and herein described below.

In consideration of One Dollar (\$1.00), Grantor(s), association(s) of the property as described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a Broadband Communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing cable television and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Collier, State of Florida, described as follows:

LEGAL DESCRIPTION:
(See Attached Exhibit "A")

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall run with the land for so long as Grantee, its successors or assigns provides cable television service to the Property.

Executed this _____ day of _____, 2002.

WITNESS/ATTEST:

**MERIDA CONDOMINIUM ASSOCIATION,
INC.**

By _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002
by _____, of _____, on behalf
of the corporation. He/she is (personally known to me) or (has presented
_____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Notary Public

(Print Name)

My commission expires: _____

THIS INSTRUMENT PREPARED BY
AND SHALL BE RETURNED TO:

**ATTN: COMMERCIAL DEVELOPMENT
COMCAST CABLEVISION**
P.O. Box 413018
301 Tower Road
Naples, FL 34101-3018

WITNESS/ATTEST:

COMCAST CABLEVISION OF THE SOUTH, INC.

By: _____

Name:

Barbara Hagen

Title:

General Manager

STATE OF FLORIDA

)

) ss.

COUNTY OF COLLIER

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002 by **Barbara Hagen**, of **COMCAST CABLEVISION OF THE SOUTH, INC.**, on behalf of the corporation. She is personally known to me and did not take an oath.

Witness my hand and official seal.

Notary Public

My Commission expires: August 4, 2004

EXHIBIT "A"

LEGAL DESCRIPTION:

To be provided by property.....

EXHIBIT "B"

BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 4th day of April, 2002 by and between **COMCAST CABLEVISION OF THE SOUTH, INC.** (the "Company"), whose address is **301 Tower Road, PO Box 413018, Naples, Florida 34101-3018** and **MERIDA CONDOMINIUM ASSOCIATION, INC.**, (the "Association") who owns or has control over certain real estate and improvements thereon located at **990 Cape Marco Drive, Marco Island, Florida 34145** (the "Premises"), consisting of **90** residential units. This Bulk Addendum supplements that certain Installation and Services Agreement dated April 4, 2002 by and between Association and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. The Company agrees to provide Full Service consisting of "Basic I", "Basic II" and "Basic III" tiers of service to **90** units. The Effective date for commencement of this Addendum and for the bulk billing to start shall be **August 1, 2002**. As of this effective date, Full Service consists of the channel lineup (attached hereto as Exhibit "C") in the Collier franchise area, which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for Full Service equal to **\$26.76** per unit for total monthly billing of **\$2,408.40**, plus all applicable fees and taxes. Comcast agrees to activate the Full Service specified above on up to two pre-existing CATV outlets in each dwelling unit free of charge for the first thirty (30) days following the effective date of commencement of the Agreement as indicated above. Any units with three (3) or more active CATV outlets may require additional equipment such as individual house amps, this equipment, as well as, all additional service, service activation and/or installation will be billed at the then prevailing rates to the individual unit occupant.
2. This Addendum shall remain in force for an initial term of **five** years from the effective date. Thereafter, this Addendum shall be automatically renewed for like terms, unless terminated by either party as provided below.
3. If either party to this Bulk Addendum desires to terminate this Addendum at any time after the initial **five** year term, the terminating party shall deliver by certified mail, return receipt, at least ninety (90) days prior to the expiration of the then current term, notice of such intention to the other party. At the time of the termination of this Addendum as set forth herein, service will revert to individual subscriber service as stipulated in the Installation and Services Agreement by and between **Comcast Cablevision Of The South, Inc.** and **MERIDA CONDOMINIUM ASSOCIATION, INC.** dated April 4, 2002.
4. Any hearing impaired or legally blind unit association who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.
5. All monthly charges by Company for Bulk Billed Service are payable in advance on the first day of each month. If Association fails to pay current charges within fifteen (15) days of their due date, Association will be charged (to the extent permitted by law) an additional amount for late payment, accruing monthly on the unpaid balance at a rate of

1.5% per month. At Company's option, Company may cancel Bulk Billed Service if Association is ninety (90) days in default.

6. Company shall not increase the Bulk Billed Rate for a period of one year following the effective date of this Addendum. After the first year, Company may increase the Bulk Billed Rate in an amount not to exceed the amount of increase charged by Company for similar levels of service to individually-billed subscribers residing in the Franchise area in which the Property is located or the equivalent of seven (7%) percent annually whichever is greater, provided however, that if Company significantly expands it's channel line-up due to a rebuild of it's system, Company may increase the monthly service charge in an amount equal to the percentage rate increase in retail residential rates.
7. In addition to Full Service, the Company may provide to individual residents certain optional services, including, but not limited to, pay television services ("Expanded Service"). Expanded Service will be addressed in separate agreements with individual unit residents. Association assumes no liability or responsibility for service charges for Expanded Services contracted for by individual residents.
8. Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Association or anyone claiming through Association. Company shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Company or any other reason beyond the reasonable control of Company.
9. Association may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.
10. The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

WITNESS/ATTEST:

MERIDA CONDOMINIUM ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

WITNESS/ATTEST:

COMCAST CABLEVISION OF THE SOUTH, INC.

By: _____

Name: Barbara Hagen

Title: General Manager

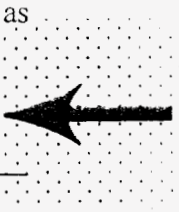


EXHIBIT "C"

Full Service – Collier

Comcast shall supply the Full service as indicated below to the 90 dwelling units on two pre-existing CATV outlets in each unit, located at 990 Cape Marco Dr., Marco Island, Florida 34145.

| | |
|--|--------------------------------|
| 2 WBBH (NBC) | 45 E! Entertainment Television |
| 3 WGCU (PBS) | 46 QVC |
| 4 WFTX (FOX) | 47 Comedy Central |
| 5 WINK (CBS) | 48 VH-1 |
| 6 WTVK (WB) | 49 CSPAN |
| 7 WZVN (ABC) | 50 CSPAN2 |
| 8 WEVU (UPN) | 51 EWTN |
| 9 Real Estate Network | 52 MSNBC |
| 10 WRXY (CTN) | 53 Weather Radar |
| 11 TV Guide | 54 Government Access |
| 12 TNN | 55 Pax TV |
| 13 TLC | 56 TV Food Network |
| 18 WGN | 57 f/x |
| 19 ValueVision | 58 HGTV |
| 20 Fox Family Channel | 59 Bravo |
| 21 CNN | 60 Disney Channel |
| 22 USA Network | 61 TV Land |
| 23 Headline News | 62 Fox Sports Net |
| 24 Lifetime Television | 63 Classic Sports |
| 25 Univision (En Espanol) | 64 Animal Planet |
| 26 CNBC | 65 Womans Entertainment |
| 27 Sunshine Network | 66 Turner Classic Movies |
| 28 TNT | 67 Game Show |
| 29 AMC | 68 Toon Disney |
| 30 A&E | 69 Speedvision |
| 31 The Discovery Channel | 70 Comcast Sports South |
| 32 The Weather Channel | 71 Fox News |
| 33 Nickelodeon | 72 Travel Channel |
| 34 MTV | 73 Cartoon Network |
| 35 ESPN | 74 The History Channel |
| 36 ESPN2 | 75 Discovery Health |
| 37 TBS (Atlanta) | 76 SciFi |
| 38 The Golf Channel | 77 Oxygen |
| 39 VTV | 78 Government Access |
| 41 CMT | 79 Educational Access |
| 42 Real Estate of Distinction | 80 Sneak / Comcast Specials |
| 43 Court-TV | |
| 44 BET (Black Entertainment Television) | |

Comcast reserves the right to alter the channels at its discretion to remain concurrent with the prevailing channel line-up in the Collier County franchise area.